

# Exhibit K

**UNITED AIRLINES, INC.  
2021 VOLUNTARY SEPARATION LEAVE PROGRAM B  
(PAY/LEAVE-FOCUSED PROGRAM)**

**GOVERNING DOCUMENTS**

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Set forth in this single PDF are two documents:

- The first is a Policy Rules document governing the pre-separation leave portion of VSL Program B (Pay/Leave-Focused Program), which is a Company policy and not an ERISA-governed plan.
- The second is a Plan Document / Summary Plan Description for voluntary separation benefits under VSL Program B (Pay/Leave-Focused Program), which is an ERISA-governed plan.

These two documents have been combined into a single PDF for your convenience, but they are separate legal documents. You should read them both, along with the Program Overview (including the FAQ) and the Release, to understand the full terms of VSL Program B.

**UNITED AIRLINES, INC.  
2021 VOLUNTARY SEPARATION LEAVE PROGRAM B  
(PAY/LEAVE-FOCUSED PROGRAM)**

**PRE-SEPARATION PAID LEAVE OF ABSENCE – POLICY RULES**

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United Airlines, Inc. (“United” or the “Company”) hereby adopts this policy called the United Airlines, Inc. 2021 Voluntary Separation Leave Program B – Pre-Separation Paid Leave of Absence, as follows:

**1. Purpose of this Leave Policy**

The purpose of this policy is to make a voluntary paid leave of absence with benefits (“Pre-Separation Leave”) available to certain employees of the Company under Voluntary Separation Leave Program B (“VSL Program B”), as described herein.

The Pre-Separation Leave under VSL Program B is governed by this document and the applicable program overview and FAQ (collectively “Program Overview”) available on Help Hub, which can be accessed through Flying Together – and together these documents define the terms of each Pre-Separation Leave. You must read these documents together to understand how the Pre-Separation Leave works.

**2. Effective Date**

This policy is effective January 21, 2021.

**3. Eligibility**

In order to be an “Eligible Employee,” you must meet all criteria described in the Program Overview applicable to VSL Program B. You may then file an application to participate during the “Window Period” described in the Program Overview. If your application is accepted, you will be eligible for a fully-paid or partially-paid pre-separation leave of absence for a specified period as described in the Program Overview. At the end of your leave of absence, you will voluntarily and irrevocably separate from employment with the Company with a “Separation Date” as determined in accordance with the terms of the Program Overview. If you are inactive during the entire Window Period, you are eligible to participate if permitted under the terms of the Program Overview.

**4. Participation**

To participate in the Pre-Separation Leave, you must be an Eligible Employee and fulfill the following requirements:

- During the Window Period (unless extended by the Company): (1) you must apply to participate; and (2) you must execute online the Waiver of Rights and Claims/Release from Liability (“Release”) without modification, to be effective after four (4) days without revocation, and you must not revoke it.

- You must not separate from employment for any reason prior to your scheduled Separation Date (whether voluntarily, involuntarily, for cause, or otherwise).
- You cannot participate if you are under investigative suspension (unless waived by the Company).
- You cannot participate if you work for a subsidiary of United Airlines, Inc., such as UGE or UAFC, as determined by the Company.

**5. Company's Discretion to Limit Participation and Delay Start Date**

The Company will consider all electronic applications it timely receives from Eligible Employees and determine the number of applications within each job classification and job location it will accept, if any. The Company will accept completed applications at its discretion. The Company shall not be obligated to accept the applications of any particular number of Eligible Employees for participation; nor shall it be required to grant a total number of leaves of absence greater than it judges to be necessary to adjust staffing properly in a particular job classification and job location. The Company reserves the right, in its sole discretion, to reject the application of any individual application, and to delay the start date of the Pre-Separation Leave of any applicant by up to 90 days, based upon Company need (although this may not apply to certain employee groups as stated in the Program Documents).

**6. Pre-Separation Leave**

If you fulfill all the requirements in Section 4 and your application is accepted by the Company pursuant to Section 5, you will commence your Pre-Separation Leave on the date determined in accordance with the Program Overview. While on your Pre-Separation Leave, you will receive pay, benefits, and travel privileges as described in the Program Overview.

The last day of your Pre-Separation Leave will be the date determined in accordance with the Program Overview, at which time the pay, benefits, and travel privileges associated with your Pre-Separation Leave will end, and you will separate employment on your scheduled Separation Date (unless modified by the Company).

Please note that except as otherwise stated in this document or the Program Overview, while on your Pre-Separation Leave you will be subject to all terms and conditions of the Company's active health and welfare programs and pass travel program on the same basis as active employees. Deductions will be taken from your pay for health & welfare benefits, pass travel (taxes and fees if applicable), and any other required amounts including applicable taxes. Participation in any other benefit plans or Company policies will be limited as set forth in the Program Overview.

**7. Non-Assignment**

Benefits and travel privileges under this policy may not be assigned, pledged, or encumbered; nor may any right or interest in any benefit or privilege provided under this policy be transferred in any other manner. Further, any individual other than you using travel privileges must, *at the time of flight*, qualify as your travel eligible dependent/companion under the requirements of United's travel policies as in effect at that time. Benefits and travel privileges under this policy may not be extended pursuant to any legal proceeding or court order, nor may they be

apportioned under any divorce decree or separation agreement. Pay under this policy remains subject to the terms and conditions of the Company's payroll policies.

**8. Effect of Death on Benefits**

See the FAQ for information on what happens in the event of your death.

**9. Company Policy and Reservation of Rights**

This is a Company policy and is not a welfare plan governed by the Employee Retirement Income Security Act of 1974 (ERISA). This is not part of any other plan or program of the Company. The Company may from time to time, in its discretion, amend, in whole or in part, any or all of the provisions of this policy or terminate this policy; provided, however, that any amendment or termination will not alter your eligibility once your leave of absence commences. Notwithstanding the foregoing, the reservations of rights under the Company's active and retiree medical plans and pass travel programs will continue to apply with respect to the Company's rights to modify, amend, or terminate those plans at any time and for any reason. This means that you will be subject to the same changes to medical benefits and pass travel programs that apply to active or retired employees, as applicable.

**UNITED AIRLINES, INC.  
2021 VOLUNTARY SEPARATION LEAVE PROGRAM B  
(PAY/LEAVE-FOCUSED PROGRAM)**

**VOLUNTARY SEVERANCE PLAN  
PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION  
(PLAN NUMBER 644)**

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United Airlines, Inc. (“United” or the “Company”) hereby adopts this plan called the United Airlines, Inc. 2021 Voluntary Separation Leave Program B – Voluntary Severance Plan (the “Plan”), as follows:

**1. Purpose of the Plan**

The purpose of this Plan is to make separation benefits and travel privileges available to certain employees of the Company under Voluntary Separation Leave Program B (“VSL Program B”), as described herein.

The separation benefits offered under the Plan are governed by this document and the program overview and FAQ (collectively “Program Overview”) available on Help Hub applicable to VSL Program B, which can be accessed through Flying Together – and together these documents define the terms of any separation benefits offered under the Plan. You must read these documents together to understand the separation benefits offered under this Plan.

**2. Effective Date**

This Plan is effective January 21, 2021.

**3. Eligibility**

In order to be an “Eligible Employee,” you must meet all criteria described in the Program Overview. You may then file an application to participate during the “Window Period” described in the Program Overview. If your application is accepted, you will be eligible for a “Pre-Separation Leave” as described in the Leave Policy. At the end of your leave of absence, you will voluntarily and irrevocably separate from employment with the Company with a “Separation Date” as determined in accordance with the terms of the Program Overview. If you are inactive during the entire Window Period, you are not eligible to participate, unless expressly permitted under the terms of the Program Overview.

**4. Participation**

To participate in this Plan, you must be an Eligible Employee and fulfill the following requirements:

- During the Window Period (unless extended by the Company): (1) you must apply to participate; and (2) you must execute online the Waiver of Rights and Claims/Release from Liability (“Release”) without modification, to be effective after four (4) days without revocation, and you must not revoke it.

- You must not separate from employment for any reason prior to your scheduled Separation Date (whether voluntarily, involuntarily, for cause, or otherwise).
- You cannot participate if you are under investigative suspension (unless waived by the Company).
- You cannot participate if you work for a subsidiary of United Airlines, Inc., such as UGE or UAFC, as determined by the Company.

**5. Company's Discretion to Limit Participation**

The Company will consider all electronic applications it timely receives from Eligible Employees and determine the number of applications within each job classification and job location it will accept, if any. The Company will accept completed applications at its discretion. The Company shall not be obligated to accept the applications of any particular number of Eligible Employees for participation; nor shall it be required to grant a total number of leaves of absence greater than it judges to be necessary to adjust staffing properly in a particular job classification and job location. The Company reserves the right, in its sole discretion, to reject the application of any individual applicant based upon Company need (although this may not apply to certain employee groups as stated in the Program Documents).

**6. Voluntary Separation Benefits**

Upon fulfilling all the requirements in Section 4, if your completed application is accepted by the Company pursuant to Section 5, you will become a participant ("Participant") in the Plan and be eligible for voluntary separation benefits and travel privileges applicable to VLS Program B, as described in the Program Overview.

Except as otherwise stated in this document or the Program Overview, you will be subject to all terms and conditions of any programs described in the Program Overview as offered to active, separated, or retired employees, as applicable.

**7. Taxation of Benefits and Travel Privileges**

Benefits and travel privileges under the Plan will be subject to any applicable taxes, which you must pay (either directly or through Company withholding) as required in order to be eligible for such benefits and/or travel privileges.

**8. Non-Assignment**

Benefits and travel privileges under the Plan may not be assigned, pledged, or encumbered; nor may any right or interest in any benefit or privilege provided under the Plan be transferred in any other manner. Further, any individual other than you using travel privileges must, *at the time of flight*, qualify as your travel eligible dependent/companion under the requirements of United's travel policies as in effect at that time. Benefits and travel privileges under the Plan may not be extended pursuant to any legal proceeding or court order, nor may they be apportioned under any divorce decree or separation agreement.

**9. Plan Amendment and Termination**

The Company may from time to time, in its discretion, amend, in whole or in part, any or all of the provisions of the Plan or terminate the Plan; provided, however, that any amendment or

termination will not alter your eligibility following your Separation Date. Notwithstanding the foregoing, the reservations of rights under the Company's active and retiree medical plans and pass travel programs will continue to apply with respect to the Company's rights to modify, amend, or terminate those plans at any time and for any reason. This means that you will be subject to the same changes to medical benefits and pass travel programs that apply to active or retired employees, as applicable. If not terminated earlier, the Plan will terminate automatically upon the expiration of the benefits provided hereunder.

#### **10. Plan Year and Plan Number**

The Plan Year is the twelve-consecutive month period commencing on January 1 of each year. The Plan Number is 644.

#### **11. Effect of Death on Benefits**

See the FAQ for information on what happens in the event of your death.

#### **12. Named Fiduciary and Plan Administrator**

The Company's Executive Vice President Human Resources and Labor Relations is designated as the "Named Fiduciary" and "Plan Administrator" of the Plan. If at any time during the term of the Plan, the office of the Executive Vice President Human Resources and Labor Relations is vacant, the senior officer in Human Resources with responsibility for compensation and benefits shall serve until such position is filled. The general administration of the Plan shall be vested in the Plan Administrator. The Plan Administrator shall supervise the administration and enforcement of the Plan according to the terms and provisions hereof and shall have all powers necessary to accomplish these purposes, including, but not by way of limitation, the right, power, discretion, and authority:

- (a) To make rules, regulations, and by-laws for the administration of the Plan that are not inconsistent with the terms and provisions hereof and to enforce the terms of the Plan and such rules and regulations;
- (b) To construe in his or her discretion all terms, provisions, conditions, and limitations of the Plan;
- (c) To correct any defect or to supply any omission or to reconcile any inconsistency that may appear in the Plan in such manner and to such extent as the Plan Administrator shall deem in his or her discretion expedient to effectuate the purposes of the Plan;
- (d) To employ and compensate such accountants, attorneys, investment advisors, and other agents, employees, and independent contractors as the Plan Administrator may deem necessary or advisable for the proper and efficient administration of the Plan;
- (e) To determine in his or her discretion, all questions regarding eligibility and participation; and
- (f) To make a determination in his or her discretion as to the right of any person to a benefit under the Plan and to prescribe procedures to be followed by Participants in obtaining benefits hereunder.

All decisions, interpretations, and determinations of the Plan Administrator shall be final and binding upon all parties. The Plan Administrator shall make all reports and disclosures required by law.

The Plan Administrator may be contacted at the following address and telephone number:

Executive Vice President – Human Resources and Labor Relations  
United Airlines, Inc.  
233 South Wacker Drive  
Chicago, Illinois 60606  
1-877-825-3729

**13. Agent for Service of Process**

Legal process may be served on:

Executive Vice President – Human Resources and Labor Relations  
United Airlines, Inc.  
233 South Wacker Drive  
Chicago, Illinois 60606  
1-877-825-3729

**14. Plan Sponsor**

The sponsor is United Airlines, Inc., 233 South Wacker Drive, Chicago, Illinois, 60606; phone 1-877-825-3729; Employer Identification Number 74-2099724.

**15. Type of Plan and Administration**

The Plan is a welfare benefit plan providing separation benefits that is self-administered by the Company. The Plan is not part of any other plan or program of the Company.

**16. Claim Procedures**

Benefits under the Plan shall become available to a Participant as soon as administratively feasible after the Participant's Separation Date. Any employee or beneficiary (a "Claimant") who does not receive benefits under the Plan and who believes that he or she is entitled to a benefit, or who has received benefits under the Plan but believes that he or she is entitled to a greater benefit, may file a claim for benefits in writing with the Plan Administrator. In the event of an "Adverse Benefit Determination" (which includes a denial or modification of the claim, or an invalidation for failing to follow the Plan's claim submission procedures), the Plan Administrator shall furnish a written notice to the Claimant within ninety (90) days (or within one hundred and eighty (180) days if the Plan Administrator determines that special circumstances necessitate an extension of the ninety-day period, in which case the Claimant will be informed of the extension and the circumstances requiring the extension in writing prior to its commencement), which notice shall:

- (a) State the specific reasons for the Adverse Benefit Determination;
- (b) Provide specific reference to pertinent Plan provisions upon which the Adverse Benefit

Determination is based;

- (c) Provide a description of any additional information or material necessary to perfect the claim and an explanation of why such information or material is necessary; and
- (d) Explain the Plan's claim review procedure and include a description of the right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), following an Adverse Benefit Determination on review.

## **17. Review Procedure**

In the event of an Adverse Benefit Determination on a claim for benefits, if the Claimant desires to have the Adverse Benefit Determination reviewed, he or she must, within 60 days following receipt of the notice of the Adverse Benefit Determination, submit a written request for review by the Plan Administrator of such determination.

During this review process, the Claimant will have the opportunity to submit written comments and other information relating to the claim, and will have reasonable access to, and upon request, copies of, all documents and other information relevant to the claim free of charge. Any items submitted to the Plan Administrator will be considered without regard to whether such items were considered in the initial benefit decision. Within sixty (60) days (or within one hundred and twenty (120) days if the Plan Administrator determines that special circumstances necessitate an extension of the sixty-day period, in which case the Claimant will be informed of the extension and the circumstances requiring the extension in writing prior to its commencement) following such request for review the Plan Administrator shall, after providing a full and fair review, render its final determination in writing (or electronically) to the Claimant. However, the review process may be delayed if Claimant fails to provide information that is requested by the Plan Administrator. If the Plan Administrator approves the claim on review, then it will be processed as soon as administratively practicable. In the event of an Adverse Benefit Determination on review, the Plan Administrator's final decision will include:

- (a) The specific reason or reasons for the Adverse Benefit Determination;
- (b) Plan provisions upon which the Adverse Benefit Determination is based;
- (c) A statement that the Claimant is entitled to reasonable access to, and upon request, copies of, all documents and other information relevant to the claim free of charge; and
- (d) A statement of the Claimant's right to bring a civil action under section 502(a) of ERISA.

A Claimant may, by submitting a written statement to the Plan Administrator, authorize an individual or entity to pursue his or her claim for benefits under the Plan and/or his or her request for a review of an Adverse Benefit Determination made with respect to a claim.

Completion of the claims procedures described in this Section will be a condition precedent to the commencement of any legal or equitable action in connection with a claim for benefits under the Plan by a Claimant or by any other person claiming rights individually or through a Claimant.

## **18. Notice to Participants and Beneficiaries**

Each Participant in the Plan is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This document serves both as the plan document governing the operation of the Plan and as the Summary Plan Description. This Section contains a notice of your rights under ERISA.

ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan And Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites, all documents governing the plan and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for any copies requested.

### **Prudent Actions By Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the persons who are responsible for the operation of an employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of this document, or other documents governing the terms of the plan, or the latest annual report (if any) from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive such materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds that your claim is frivolous).

### Assistance With Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this notice of rights or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### **19. Effect of Document**

In the event of any inconsistency between (1) this document and the Program Overview and (2) any other communication regarding the Plan, this document and the Program Overview control. In the event of any inconsistency between this document and the Program Overview, the Program Overview controls.

### **20. Controlling Law**

The Plan shall be interpreted under the laws of the State of Illinois to the extent not preempted by ERISA. Venue and jurisdiction for any action under the Plan shall lie solely in federal court in Chicago, Illinois.